Exhibit K

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ANWAR ALKHATIB,
Plaintiff,

13-CV-02337(ARR)(SMG)

v.

NEW YORK MOTOR GROUP LLC, et al,
Defendants.

SHAHADAT TUHIN,
Plaintiff

13-CV-5643(ARR)(SMG)

v.

NEW YORK MOTOR GROUP LLC, et al,
Defendants.

BORIS FREIRE and MIRIAM OSORIO,
Plaintiffs,

13-CV-7291(ARR)(SMG)

v.

NEW YORK MOTOR GROUP LLC, et al.
Defendants.

SIMON GABRYS,
Plaintiff,

13-CV-7290 (ARR)(SMG)

v.

NEW YORK MOTOR GROUP LLC, et al
Defendants.

ZHENGHUI DONG ,
Plaintiff,

14-CV-2980(ARR)(SMG)

v.

NEW YORK MOTOR GROUP LLC, et al
Defendants.

NASRIN CHOWDHURY,
Plaintiff,

14-CV-2981(ARR)(SMG)

v.

NEW YORK MOTOR GROUP LLC, et al
Defendants.

RELATED PLAINTIFFS' OMNIBUS REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANTS

Instructions

In accordance with Rule 26 and Rule 34 of the Federal Rules of Civil Procedure, all related Plaintiffs in the above-captioned cases, request that all related Defendants produce the following documents, records, and things for inspection and copying at the offices of Schlanger & Schlanger, LLP at **9 East 40th Street, Suite 1300, New York, NY 10016**. Please take notice under the Order of Chief Magistrate Judge Gold dated May 14, 2014 and by the agreement of the parties as confirmed on June 30, 2014, a party to whom a request is directed is to serve a written response thereto by July 30, 2014.

In accordance with the provisions of Rule 34(b), Plaintiff requests that each Defendant organize and label these documents, records, and data to correspond with the numbered paragraphs, subparagraphs, and categories in this request. If a document could be produced with respect to a narrow request or a more general request, it shall be organized and submitted with respect to the more narrow request.

Any request to which more than one document would apply requires production of all such documents. Accordingly, the use of any language in the request which could be interpreted restrictively (e.g., to apply to only one of many relevant documents) must be interpreted expansively to include all such documents. A request framed in the singular includes the plural and requires production of all relevant documents.

Plaintiff requests a written response to the requests for production setting forth with respect to each request whether such documents exist, whether inspection will be permitted as requested, and, if not, stating specifically the Defendant's objections to inspection. If an objection based on privilege is asserted, identify the document, tangible item, communication, or information as to which the privilege is claimed in a fashion sufficient to allow the Court to determine whether the asserted privilege properly lies. To the extent that any documents previously produced by either Defendant are responsive to a request herein, Plaintiff further requests that the Defendant provide a written response identifying the previously produced document or documents. The requests are divided into "General" and Defendant-specific demands as indicated. All Defendants are to respond to all "general" demands.

If objections other than privilege are asserted, the statement of a general objection is not sufficient. Set forth any objections specifically and in sufficient detail to allow the Court to determine whether a motion to compel should be granted and the objection disallowed. If part but not all of a request is objected to, respond to the part to which there is no objection.

Each Defendant is under a duty to produce any documents in their possession, custody, or control, or in the possession, custody, or control of any of their agents, attorneys, accountants, partners, officers, or employees, and all others from whom they may freely secure these documents and things. These document requests are intended to be continuing in nature so as to require the addition of supplemental information.

Definitions

1. The definitions set forth in Section 26.3 ("Uniform Definitions in Discovery Requests") of the Local Rules of the Eastern and Southern District of New York are hereby incorporated by reference.
2. "Plaintiffs" means individually and collectively all related Plaintiffs herein.
3. "Defendants" means individually and collectively all related Defendants herein.
4. "Dealer(s)" and/or "Dealership" mean individually and collectively New York Motor Group ("NYMG") and Planet Motor Cars ("Planet Motor").
5. "Subject vehicles" as used herein, refers to all vehicles sold to the related plaintiffs, including:
   a. 2008 Honda Odyssey mini-van, Vin # 5FNRL387X8B015250, that Anwar Alkhatib purchased from NYMG and/or Planet Motor on or about December 18-19, 2012. (referred to individually as "Alkhatib's vehicle")
   b. 2008 Lexus ES850 sedan, VIN# JTHBJ46G682167625, that Shahadat Tuhin Purchased from NYMG on or about June 21, 2013. (referred to individually as "Tuhin's Vehicle").
   c. 2010 Honda Odyssey mini-van, VIN # 5fNRL3H62AB064438, that Boris Freire and Miriam Osorio purchased from NYMG and/or Planet Motor on or about February 24, 2013. (referred to individually as "Freire's Vehicle")
   d. 2010 Nissan Maxima, Vin # 1N4AA5AP6AC818672, that Simon Gabrys purchased from NYMG and/or Planet Motor on or about December 27, 2012 (referred to individually as "Gabry's Vehicle").
   e. 2010 Honda Civic, VIN# 2HGFA1F82AH313897, that Zhenghui Dong purchased

from NYMG and/or Planet Motor (referred to individually as "Dong's Vehicle").

f. 2009 Nissan Murano, VIN# JN8AZ18W09W206703, that Nasrin Chowdhury purchased from NYMG and/or Planet Motor on or about January 28-29, 2013(referred to individually as "Chowdhury's Vehicle").

6. "Transaction" as used herein, refers to the sale and/or financing of the purchase of any "subject vehicle."

7. "Retail Installment Contract" means any automobile loan obligation described or referred to in any of the related Complaints filed in the several related-actions captioned above purporting to obligate any Plaintiff to periodic payments towards the financing of any of the subject vehicles.

8. "Dealer" means NYMG and Planet Motor, their agents, representatives, employees, officers or any other person acting on their behalf.

9. "Sold," "sale" and "purchase" are phrases which mean the transfer of title to the subject vehicles.

10. "Period In Question" means any time between January 1, 2011 and the present, that is, unless otherwise stated, all requests for Documents or Communications shall be for the Period In Question.

11. "Document" or "Documents" means all items subject to discovery under Federal Rule of Civil Procedure 34 and includes, without limitation, all hard-copy and electronic writing of any kind, including the original and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise. This definition of "Documents" includes, without limitation, correspondence, memoranda, notes, handwritten notes, diaries, personal diaries, calendars, statistics, spreadsheets, letters,

electronic mail, telegrams, minutes of meetings, contracts, reports, records of any events, studies, aduits, text of any kind, statements, receipts, IRS returns, summaries, maps, drawings, working papers, pamphlets, books, periodicals, prospectuses, inter-office and intra-office communications, offers, notations of any sort (including regarding conversations, telephone calls, meetings or other communications), bulletins, printed matters, tapes of all kinds, computer printouts, computerized or electronically stored data, wire to wire communications, teletypes, telefaxes, invoices, worksheets, and each and every electronic or paper draft, alteration, modification, change or amendment of any kind of the foregoing. This definition of "Documents" is also intended to include graphic material, including, without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, recordings, motion pictures, including digitally stored graphic material or graphic material stored on computers. Documents produced pursuant to this discovery request should be produced without alteration and with any and all exhibits and attachments thereto.

12. "Communication(s)" mean(s) the transmission, sending, or receipt of information of any kind (in the form of facts, ideas, inquiries, directives, order or otherwise), by or through any means, including but not limited to, speech, writings, language (machine, foreign or otherwise), computer electronics of any kind (including but not limited to e-mail or instant or text messaging), magnetic tape, videotape, photographs, graphs, symbols, signs, magnetic or optical disks, floppy disks, compact discs, CD-ROM discs, other removable or transportable media, sound, radio, or video signals, telecommunication, telephone, teletype, facsimile, telegram, microfilm, microfiche, photographic film of all type, or other media of any kind.

13. "Electronically stored information" or "ESI" as used herein, has the same meaning as in FRCP 34, and refers to computer-generated information of any kind stored in or on any storage media located on computers, file servers, disks, tapes, or other real or virtual devices or media, including but not limited to web-based storage or "cloud" networks. Non-limiting examples of ESI include:

   a. Digital communications (e.g., e-mail, voicemail, instant messaging);
   b. Email server stores (e.g. Lotus Domino .NSF or Microsoft Exhange .EDB)
   c. Word Processing documents (e.g., Word or Word Perfect Files);
   d. Spreadsheets and table (e.g., Excel or Lotus 123 Worksheets);
   e. Accounting application data (e.g., QuickBooks, Money, i-Finance, Peachtree data);
   f. Inventory, Sales/F&I, vehicle transportation and shipping, registration and titling application, and data storage network information, whether web-based or otherwise (e.g. Dealertrack).
   g. Image and facsimile files (e.g., PDF, TIFF, JPG, GIF images)
   h. Sound recordsing (e.g. WAV and MP3 files)
   i. Video animation (e.g., AVI and MOV files);
   j. Databases (e.g., Access, Oracle, SQL Server data, SAP);
   k. Contact and relationship management data (e.g. Outlook, ACT!);
   l. Calendar and diary application data (e.g., Outlook PST, blog entries);
   m. Online access data (e.g., Temporary Internet Files, History, Cookies);
   n. Presentations (e.g., Power Point, Corel Presentations)
   o. Network access and server activity logs;

p. Project management application data;

q. Computer Aided DesignlDrawing files; and

r. Backup and archival files (e.g., Veritas, Zip, .GHO).

14. "Native Format" means and refers to the format of ESI in which it was generated and/or as used by the producing party in the usual course of its business and in its regularly conducted activities.

15. "Metadata" means: (i) information embedded in or associated with a native file that is not ordinarily viewable or printable from the application that generated, edited, or modified such native file which describes the characteristics, origins, usage, and/or validity of the electronic file; and/or (ii) information generated automatically by the operation of a computer or other information technology system when a native file is created, modified, transmitted, deleted, or otherwise manipulated by a user of such system.

16. "Static Image" means or refers to a representation of ESI produced by converting a native file into a standard image format capable of being viewed and printed on standard computer systems.

17. "Media" means an object or device, real or virtual, including but not limited to a disc, tape, computer, web-based or "cloud" network, or other device on which data is or was stored.

DOCUMENTS REQUESTED GENERALLY OF ALL DEFENDANTS

1. All Documents and Communications, including all ESI and Metadata, relating to the several Transactions in any way.

2. All Documents and Communications, including all ESI and Metadata, and including but not limited to the originals of all contracts and/or agreements and modifications thereto, all correspondence, and all records of payment and balance statements, between any Plaintiff and any Defendant or Defendants including but not limited to written documents and communications and audio recordings of phone calls.

3. All Documents and Communications, including all ESI and Metadata, and including the originals of all contracts and/or agreements and modifications thereto, between any Defendant or Defendants in this action and any other Defendant in this action including but not limited to written communications and audio recordings of phone calls. This request includes but is not limited to any contracts, policies, agreements, letters of understanding or other documents or communications setting forth the relationship and financial arrangements between the Defendants in general, or in connection with the purchase of the Subject Vehicle, in particular.

4. All Documents and Communications, including all ESI and Metadata, relating to Defendants' offer of sale of the Subject Vehicles, and including but not limited to, all announcements, printed advertisements, sales brochures or other materials which refer to the Subject Vehicles.

5. All Documents and Communications, including all ESI and Metadata, which record or reflect conversations or other communications related to the Subject Vehicles, their financing, and any Plaintiffs' purchase, whether before, during or after Plaintiffs' purchase of the Subject Vehicle, including any disclosure statements or notices of Plaintiffs' rights relating to the purchase of the Subject Vehicles.

6. All Documents and Communications, including all ESI and Metadata, relating to any Plaintiffs' application for financing and/or questionnaires about Plaintiffs' income, assets or liabilities, including any credit reports run on any Plaintiffs, and any communications by Defendants NYMG and Planet Motor, their agents, employees or salespersons to any other third party, in connection with Plaintiffs' financing and purchase of the Subject Vehicles.

7. All Documents and Communications, including all ESI and Metadata, and including internal worksheets or other drafts or notes used or created in whole or in part by Defendants, their agents, employees or officers in connection with any Plaintiffs' purchase of the subject vehicles and/or any Plaintiffs' application for financing, including the terms and rates quoted to Plaintiffs prior to their purchase of the Subject Vehicles, in addition to the terms and rates stated in the Retail Installment Contracts.

8. All Documents and Communications, including all ESI and Metadata, relating to credit or loan application procedures authorized and used by any Defendant and/or its agents, employees, members or officers in effect during the Period in Question.

9. All Documents and Communications, including all ESI and Metadata, relating to underwriting guidelines and interest rate sheets that were in effect for any Defendants at the time of the Transaction at issue in this case, and any written materials, including definitions, memoranda, directives or other documents that explain, illustrate, apply or pertain to those underwriting guidelines, including the rate sheet that was used to determine the interest rate set forth in the Retail Installment Contracts for any Plaintiff's purchase of the Subject Vehicles.

10. All Documents and Communications relating to procedures adopted by Defendants to avoid any violation of the Truth in Lending Act, NY General Business Law §350 and all other state and federal consumer protection statutes.

11. All Documents and Communications, including all ESI and Metadata, relating to the assignment of any Plaintiff's "account" or purported loan obligations, Retail Installment Contract, and/or any other document or information related to Plaintiff, including each Defendant's entire file relating to the purchase of the subject vehicle and assignment of the loan for financing that purchase.

12. The pleadings of all claims filed against Defendants alleging violations of either the Truth in Lending Act, Racketeer Influenced Corrupt Organization Act, NY General Business Law §§ 349 or 350 or its analog in this or any other state (i.e. a claim for violation of that state's "UDAP" or "mini-FTC" statute); or claiming fraud, conversion, breach of contract and/or breach of warranty, regardless of the jurisdiction in which the claim was filed.

13. All Documents and Communications relating to all formal and informal complaints or disputes of consumers against any Defendant including but not limited to complaints or disputes handled entirely internally, and complaints or disputes involving the Better Business Bureau, a mediator, an arbitrator and/or any local, state, or federal government office or agency.

REQUESTS DIRECTED SPECIFICALLY TO NEW YORK MOTOR GROUP AND PLANET MOTOR CARS, INC.

14. All Documents and Communications, including all ESI and Metadata, relating to Dealer Defendants' policies and procedures regarding "processing fees," "insurance" plans, "vehicle theft deterrent" plans, "service contracts," vehicle "warranties," and/or any other products offered in their automobile sales and/or loan transactions including but not limited to the sale/loan transaction at issue in this case, and any written materials,

including definitions, memoranda, directives or other documents that explain, illustrate, apply or pertain to those practices and procedures, including those used to determine the cost of "processing," "insurance," "vehicle theft deterrent plans" and "service contracts" both to the Dealer and the Dealer's customers.

15. All Documents and Communications relating to Dealer Defendants' contract agreements and floor planning agreements with its agents, employees or salespersons, including but not limited to documents which establish or refer to the formula by which Dealer agents, employees and salespersons receive any commissions, reserves or other sums in connection with the financing of the vehicle, and any documents which refer to the sums any Dealer agent, employee or salesperson earned in connection with the financing and sale of the Subject Vehicles.

16. The personnel file of each Dealer agent, employee or salesperson who negotiated, participated in or approved Plaintiffs' purchase of the Subject Vehicle or was involved in subsequent negotiations/conversations with Plaintiff regarding the sale, including but not limited to any complaints regarding the employee's actions from a customer regarding the sale and/or financing of a vehicle where the customer alleged that the employee promised them a lower price and/or different financing terms than those showing on the face of a Retail Installment Contract.

17. All Documents and Communications, including all ESI and Metadata, related to any and all contracts and agreements between the Dealership and Capital One Auto Finance, Inc., M&T Bank, and Santander Consumer USA, Inc. in effect during the relevant period.

18. All Documents and Communications, including all ESI and Metadata, related to any and all contracts and agreements between the Dealership and AUI, Inc. in effect during the relevant period, including but not limited to any agreement related to the promotion, advertisement, marketing, sale and/or assignment of automobile service contracts.

19. All Documents and Communications and all ESI, including Metadata, related in any way to the assignment of any Retail Installment Contract from Dealer Defendants to any other Defendant.

20. All Documents and Communications and all ESI, including Metadata, related in any way to correspondences and communications between Dealer Defendants, it agents, owner, or employees and any other Defendant regarding any Plaintiff in any way, including but not limited to communications regarding the assignment of loan obligations.

21. All Documents and Communications and all ESI, including Metadata, related to correspondences between Dealer Defendants and AUI, Inc. related in any way to any service contract included in the transaction of any Plaintiff.

22. Copies of all automobile dealership licenses and/or permits granted to Dealer, issued by any state, municipal or city authority in New York, in effect during the period in question.

23. All Documents and Communications relating to Dealer Defendants' policies for handling disputes with consumers (whether former, current or potential future customers or otherwise), including consumer requests to cancel Retail Installment Contracts, Warranty Agreements or receive refunds of any kind, as well as all documents and communications relating to any and all dispute resolution mechanisms currently or previously used or employed by Dealer.

24. All Documents and Communications relating to the identity and contractual agreements by and between any person with an ownership interest in either Dealership.

25. All Documents and Communications relating to any agreement or contracts between the Dealers in effect during the Period in Question.

26. All Documents and Communications relating to Defendant Mamdoh Eltouby's ownership interest in either Dealership.

27. To the extent not provided in any initial disclosures in any related case, all documents related to any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment, as provided for under Federal Rule of Civil Procedure 26a.

SUPPLEMENTAL REQUESTS DIRECTED SPECIFICALLY TO CAPITAL ONE AUTO FINANCE

28. All Documents and Communications and ESI, including metadata, regarding complaints made by consumer/borrowers sent to Defendant Capital One where it was alleged that the consumer's loan assigned by NYMG and/ or Planet Motor reflects a different financial obligation to Capital One Auto Finance, Inc. then was originally promised or represented to the consumer by any employee or agent at NYMG and/or Planet Motor, including but not limited to complaints about "Jay Torres," "John Santos," "John Dos Santos," "Jay," "John De Santos," "John," "Angel," "Nada," or ; or where it was alleged that the price of the vehicle listed in a retail installment contract was higher than advertised by the Dealer.

29. All Documents and Communications and ESI, including Metadata, relating to COAF's policies and procedures for reviewing and approving the assignment of vehicle loans, including but not limited to policies and procedures for identifying fraud, overcharges,

violations of TILA and other consumer protection acts, and any other wrong doing or irregularity in vehicle sale and loan transactions.

REQUESTS DIRECTED SPECIFICALLY TO M&T BANK CORP.

30. All Documents and Communications and ESI, including metadata, regarding complaints made by consumer/borrowers sent to Defendant M&T where it was alleged that the consumer's loan assigned by NYMG and/ or Planet Motor reflects a different financial obligation to M&T then was originally promised or represented to the consumer by any employee or agent at NYMG and/or Planet Motor, including but not limited to complaints about "Jay Torres," "John Santos," "John Dos Santos," "Jay," "John De Santos," "John," "Angel," "Nada," or ; or where it was alleged that the price of the vehicle listed in a retail installment contract was higher than advertised by the Dealer.

31. All Documents and Communications and ESI, including metadata, relating to M&T's policies for handling disputes with consumers (whether former, current or potential future customers or otherwise), including consumer requests to cancel Retail Installment Contracts, Warranty Agreements, Service Contracts or receive refunds of any kind, as well as all documents and communications relating to any and all dispute resolution mechanisms currently or previously used or employed by M&T.

32. All Documents and Communications and ESI, including Metadata, relating to M&T's policies and procedures for reviewing and approving the assignment of vehicle loans, including but not limited to policies and procedures for identifying fraud, overcharges, violations of TILA and other consumer protection acts, and any other wrong doing or irregularity in vehicle sale and loan transactions.

33. All Documents and Communications and ESI, including Metadata, relating the M&T's policies and procedures for securing loan obligations against the vehicles that are the subject of the obligations, including but not limited to any agreement between M&T and the Dealer Defendants related to filing liens with the Department of Motor Vehicles and issuance of title.

34. All Documents and Communications and ESI, including Metadata, relating to M&T's policies for enforcing liens, including but not limited to the repossession of vehicles following a borrower's failure to make payments on a vehicle loan obligation.

35. All Documents and Communications and ESI, including metadata, related to any and all contracts or agreements between the Dealers and M&T that were in effect during the Period in Question.

REQUESTS DIRECTED SPECIFICALLY TO SANTANDER CONSUMER USA, INC.

36. All Documents and Communications and ESI, including metadata, regarding complaints made by consumer/borrowers sent to Defendant Santander where it was alleged that the consumer's loan assigned by NYMG and/ or Planet Motor reflects a different financial obligation to Santander then was originally promised or represented to the consumer by any employee or agent at NYMG and/or Planet Motor, including but not limited to complaints about "Jay Torres," "John Santos," "John Dos Santos," "Jay," "John De Santos," "John," "Angel," "Nada," or "Mamdoh Eltouby"; or where it was alleged that the price of the vehicle listed in a retail installment contract was higher than advertised by the Dealer.

37. All Documents and Communications and ESI, including Metadata, relating to Santander's policies for handling disputes with consumers (whether former, current or potential future customers or otherwise), including consumer requests to cancel Retail Installment Contracts, Warranty Agreements, Service Contracts or receive refunds of any kind, as well as all documents and communications relating to any and all dispute resolution mechanisms currently or previously used or employed by Santander.

38. All Documents and Communications and ESI, including Metadata, relating to Santander's policies and procedures for reviewing and approving the assignment of vehicle loans, including but not limited to policies and procedures for identifying fraud, overcharges, violations of TILA and other consumer protection acts, and any other wrong doing or irregularity in vehicle sale and loan transactions.

39. All Documents and Communications and ESI, including Metadata, relating the Santander's policies and procedures for securing loan obligations against the vehicles that are the subject of the obligations, including but not limited to any agreement between Santander and the Dealer Defendants related to filing liens with the Department of Motor Vehicles and issuance of title.

40. All Documents and Communications and ESI, including Metadata, relating to Santander's policies for enforcing liens, including but not limited to the repossession of vehicles following a borrower's failure to make payments on a vehicle loan obligation.

41. All Documents and Communications and ESI, including metadata, related to any and all contracts or agreements between the Dealers and M&T that were in effect during the Period in Question.

42. To the extent not provided in any initial disclosures in any related case, all documents related to any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment, as provided for under Federal Rule of Civil Procedure 26a.

These Requests shall be deemed continuing so as to require further and supplemental production if the party to whom it is directed obtains additional documents required to be produced herein between the time of the initial production and the time of trial.

DATED: July 3, 2014
New York, New York

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